

EMERGENCY EQUIPMENT RENTAL AGREEMENT

| | | | | | | | | | |
|--|--|---|----------|-------------------|---|-------------|---------|------------------------------------|--|
| 1. ORDERING OFFICE (name and address) | | AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT | | | | | | | |
| | | 2. AGREEMENT NUMBER: | | | | | | | |
| 4. CONTRACTOR a. name and address EIN/SSN: EMAIL Address: DUNS: | | 3. EFFECTIVE DATES a. Beginning | | b. Ending | | | | | |
| | | 5. POINT OF HIRE (location when hired) Location at Time of Hire | | | | | | | |
| c. Telephone number (day) d. Telephone number (night) | | 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT | | | | | | | |
| | | 7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT | | | | | | | |
| 8. TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> VETERAN/DISABLED VETERAN <input type="checkbox"/> HUB ZONE <input type="checkbox"/> OTHER _____ | | | | | | | | | |
| 9. ITEM DESCRIPTION (include make, model, year, serial number and accessories) | | 10. NUMBER OF OPERATORS | | 11. WORK OR DAILY | | 12. SPECIAL | | 13. GUARANTEE (8 or more hours) | |
| | | | | a. rate | b. unit | a. rate | b. unit | | |
| a. BUS, SCHOOL-TYPE (B1) (Year, make, model/series, passenger capacity, 4x4 or front wheel drive, License #, Unit #, Serial/ Vin.#) (Cargo requirements - See 14 b.) | | 1 | | \$2.82 | Mile | N/A | N/A | \$705.00 | |
| b. BUS, COACH (B2) (Year, make, model/series, Passenger capacity, 4x4 or front wheel drive, License #, Unit #, Serial/Vin #) | | 1 | | \$2.93 | Mile | N/A | N/A | \$733.00 | |
| | | | | | | | | | |
| 14. SPECIAL PROVISIONS (a.)The General Clauses along with replacement clauses are attached and incorporated herein. See attached Federal Acquisition Regulations (FAR) clauses, NRCG Supplemental Terms and Conditions to the General Clauses of the Emergency Equipment Rental Agreement, OF-294, and Register of Wage Determination Under the Service Contract Act. (b.) All buses shall have the capability to safely transport firefighter packs and hand tools either internally or externally and meet Federal Motor Carrier-Safety Regulations 392.62-1,2,3 Safe Operations. If the contractor chooses to provide a "chase vehicle" to transport packs/tools, it shall be at no cost or liability to the government. If the government is required to provide a "chase vehicle" to carry pack/tools because the bus cannot transport them, \$150/day will be deducted from the contractor's invoice. (c.) Contractors/operators shall not exceed duty limitation hours set forth in Chapter 10, Section 12.7-1,2 of the IIBMh. The contractor will be reimbursed for authorized lodging and meals in cases when the operator cannot return to a Government facility or their home base, due to duty limitations. Costs shall not exceed the Government per diem rate for meals and lodging that are established in 41 CFR Ch.301, Section 11. Receipts are required for reimbursement of meals and lodging costs. (d.) ORDERING OFFICES SHALL USE THE DISPATCH/RESOURCE ORDERING PROCESS. DO NOT GO DIRECTLY TO BUS CONTRACTORS EXCEPT WHEN THE ORDERING OFFICE AND HIRING OFFICE ARE THE SAME. PAYMENT SHALL BE PROCESSED BY THE OFFICE DESIGNATED IN BLOCK 1 ABOVE. RETURN ALL SHIFT TICKETS AND PACKETS WITH THE BUS DRIVER OR BY MAIL. (e.) All buses shall meet the insurance requirements of DOT, Reg. CFR 49Part 387.33, which specifies a minimum of \$5,000,000 insurance coverage. (f.) No second operator is allowed. (g.) Buses may be used off road and in backcountry situations (h.) This Emergency Equipment Rental Agreement is void if not presented with a valid Incident Specific Resource Order or Number. | | | | | | | | | |
| 15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE | | | 16. DATE | | 17. CONTRACTING OFFICER'S SIGNATURE | | | 18. DATE | |
| 19. PRINT NAME AND TITLE | | | | | 20. PRINT NAME AND TITLE Phone No. Fax No. | | | | |

HINTS AND HELPS:

- ◆ **State and Volunteer Fire Depts.** - Look at State Agreement or Coop-Agreement for hiring and paying.
- ◆ If more than one or two buses: Place statement "See attached list of bus descriptions, dated ____." List same type of description as on template.
- ◆ Contractors/operators shall not exceed **duty limitations** (Ch.10, Sec.12.7-1,2 of IIBMH) or Department of Transportation (DOT) limitations. See work /rest guidelines for driver hours and the Northern Rockies Mobilization Guide for number of hours Personnel may be transported in a school bus.
- ◆ Operators *must* have a CDL and Standards of Survival, and *may* need Personal protective equipment (PPE) – if they are assigned to an incident.
- ◆ **Bus, School type B1:** If Operator/Owner is self-employed and not hired under a Company and has **no proof of OWCP** – consider hiring the bus as unoperated and hire the Operator as an AD. New rate will need to be added to the EERA, using a modification, before hiring if not originally set up as "Unoperated". If Operator does not want to be hired as an AD, be sure to document the fact in the EERA folder.
-Replaced Block 9, 10 through 13 with:

| | | | | | |
|---|--------|-------------------------|-----|-----|---------------------------------|
| 0 | \$1.75 | Unoperated Mileage Rate | N/A | N/A | \$438.00 (Unoperated guarantee) |
|---|--------|-------------------------|-----|-----|---------------------------------|

-Change Block 7 to : Government Operator
 -Add: Contractor's designated operator will be hired separately at the appropriate AD pay rate.
 -**AVOID** hiring unoperated, as this is not the preferred method.

- ◆ Class B1 Bus, School-type should have a **capacity** of 20 or greater.
- ◆ Additional information for **ROSS**: All wheel drive, Off-Road capable, Number of passengers, 4x4 or Front wheel drive capability
- ◆ Buses must be manufactured after 1,1,1977, have a current DOT safety inspection, current state or federal safety rating (see <http://www.safersys.org> then click on SAFER Database Queries), proof of insurance, and an inspection at "location at time of hire" and/or an Agency pre-inspection (new EERA).
- ◆ **Vehicle History:** Check www.safersys.org for vehicle driving and safety report. File in EERA folder.
- ◆ **Payments:** Office (hiring unit) initiating and approving the EERA shall be responsible for processing the payments. If you receive a EERA bus invoice, mail it to the office stated in Block 1.
- ◆ **DNRC:** Buses signed up under DNRC and used/paid by a Federal agency, are to be written according to Chapter 20 and co-signed by a Federal Contracting Officer. DNRC will sign-up their local equipment according to Chapter 50 and pay these contractors.
- ◆ **Ordering office:** Do not go directly to the bus contractor except when the ordering office and hiring office are the same.
- ◆ **Bus rental:** Buses may be rented several different ways including fully operated or unoperated and with or with out gov't. furnished items. The elements of cost, liability, and bus availability may vary depending on the method used. The rental method chosen should be selected that will best meet agency needs at the overall cost.
- ◆ **Contracting Information**
 - * Equipment description (See template).
 - * Copy of workmen's comp coverage, or certification of exemption from state.
 - * Liability insurance coverage.
 - * Proof of completion of Standards for Survival and any other training that may be required for the type of equipment being signed up.
 - * Proof of physical fitness test, administered by whom and when, if applicable.
 - * Tax ID Number (Federal ID or Employer SSN), Duns number, and email address
 - *Copy of CCR registration
- ◆ **Guarantee:** Based on 250 miles.